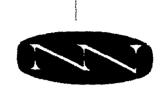
Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719



NORTHWESTERN NATIONAL Insurance Company of MILWAUKEE, WISCONSIN

STOCK COMPANY . ORGANIZED 1988

EXCESS THIRD PARTY LIABILITY POLICY

EXCESS OVER PRIMARY



YOUR NORTHWESTERN NATIONAL AGENT

(no. C. Bell cate) 2/22/73. JM

YOUR POLICY is written with an insurance Group that has a beckground of over 90 years of growth and development.

WRITING a general line of insurance, we would appreciate your considering us in placing additional protection through your Asset.

WE OPERATE only through agents since we believe that proper protection before a claim and helpful consideration after a claim can best be attained by a local man—your friend and neighbor.

in the event you have any claim, serious or otherwise, you will be glad that your insurance was placed in a strong, experienced incurance Group and serviced by semesne who is stways willing to help and advise---our Agent.

REPORT TO YOUR ARENT all lesses which you believe are insured in this policy. The prompt reporting of all losses covered by this policy enables us to render our best service to you. Burglary and that losses should also be reported to the proper law enforcement agency in your community.

MONS 152693

XLP-7800

EXCESS THIRD PARTY LIABILITY POLICY (EXCESS OVER PRIMARY)

in consideration of the payment of premium stated in the Declarations, the Nevthwestern National Insurance Co Wisconsin, herein called the Company, agrees to indemnify the Insured, in accordance with the applicable insufer Frimary Insurance, against loss subject to the limits satisfy in Idem 4, Section 1 of the Declarations and as it and purposes as though the Primary Insurance had been issued for the limits set forth in Item 4, Section III of the Policy shall apply only to coverages for which an amount is indicated in Item 4, Section I, and then only in excess amount as indicated in Item 4, Section II of the Declarations.

DEFINITIONS

- The word "four" shall be understood to mean the sums paid in settlements of lower for which the Insured is tiable after making definitions for all other receivation, salvages and other impresses (other than recevuries under the policy/ise of the Frimary Insurer), whether recoverable or not, and shall employe all expense and costs.
- The word "easts" shall be understood to mean interest on judgments, investigations, adjustment and legal expenses bowever, all expenses for ministed employmen and retained connect of and all offer expenses of the lineured).
- Insurance. The term "primary insurance" shall be understood to mean the policy (policies) described in Item 3.

NUCLEAR ENERGY LIABILITY EXCLUSION

T CHE TO THE rance afferded under any liability sorunge at this Palley or of any suic not used hereetth done not apply:

- Under any Hability Coverage, to lajury, sickness, discase, death or destruction

 (a) with respect to which as formed under the Policy is also as Immeria under a maximum energy liability policy issued to Policy in the control of Councils. Immeria Americation, Method Atomic Energy Liability Underwriten or Number Images Association of Councils. Or would be an insured under any case policy but for its termination upon extensions of the limit of liability; or or would be an insured one properties of maximum parts to write (1) any parts or organization is required to maximum the humanization properties of maximum parts to write (1964, or any law association; thereof, or (2) the Liamwel is or had the followed beautifum properties and within the liability from the Original States of America, or any agency thereof, with any parters or organization.
- ader any Madhal Paymants Coverage, or under any Supplementary Payments provides relating to immediate medical or scriptal lef., to expense insurved with respect to bodily injury, elekans, disease or duck resulting from the hazardous properties of nuclear startal and arising out of the operation of a medicar facility by any person or expeniention.
- Under say Liability Ownerge, to bejowy, delenes, disease, death or destruction resulting from the humaricos properties of median materials. If
- (a) the market material (1) is at any unclear facility owned by, or operated by or on behalf of, an Inserted or (2) has been discharged or disputed therefrom;

 (b) the market material is contained in quant faul or waste at any time possessed, handled, used, presented, started, transported or disposed of by or on behalf of an Inserted; or

 (a) the injury, stainess, dischared, desting of destruction arises set of the functioning by an Inserted of survivan, materials, parts or equipment in connection with the planning, consequence, majorisated, specifies or two of any materials only to injury to or destinated within the United States of America, in territories or possessions this contents (a) applies only to injury to or destination of preparty at materials in territories or possessions or Caracha, this contents (a) applies only to injury to or destination of preparty at materials.

- etiva, tente or expluitvo properties; rital, agental menter manerial or improduce manerial; plantalio, and "ligaretina materialio leave the maneri 4
- As used in this Policy bearings and the Policy Service reigh, "Special anchor material", and "hypertural meterial" have the my law of the company through the beauty through the formation of the company, solid or liquid, which has been made to the company, solid or liquid, which has been have may reight and (2) providing the product material and (2) providing to the company of the company to the company of the company to the company of the company to the company been used or expected to realistize in a : biding from the operation by any person graph (a) or (b) thereof;
- 9
- 1.77
- good or mad to make finion is a self-apporting chain reaction or to come

			i	! !	
No. XLP 401125 (504075).	•		6		
Renewel of: NEW			NORTH	WESTERN NAT	IDNAL
DECLARATIONS				iuranee Compen	
Honsanto Company				MILWAUKER, WIRCONSI	-
800 North Lindbe. St. Louis, Misso	rgh Boul	evard 166		GREANIZED 1969	
Address: No. Street Town	County	State		· ·	
and as further defined in the Primary Policy.			EXC	ESS THIRD PARTY LIA	BILITY POLICY
	t. 1, 19'		ars	(EXCESS OVERED UNDERLY	
Broker - Thomas E. Sears, Inc 31 St. James Avenue Boston, Massachuset		01-1035 6			
Underlying		···		(
ITEM 3. PANNANCE:	POLICY	NO'H. (Including or Replacements)	l ni	: ENCRIPTION OF COVER	NCF
As per Insurance Cover Note	}	Cover	}	Broad Form U	
NO. SD 4075	No	te	}	ty Excluding	
ITEM 4. LIMITS OF LIABILITY: The limit of	the Company's	liability shall be	Fidelit:		me of this Policy
baving reference SECTION I IN EXCESS OF		TIT SE	CTION III		
COMPANY LIMITS	UNDERLYING		TAL LIMITS	COVER	AGE
8 Each Person	8			A. Bodily Injury Automobile	
B Each Accident or Occurrence B Each Person	8		<u> </u>	74200074	
3 Each Acoident or Occurrence	8			B. Bodily Injury Except Automobile	•
8 Aggregate Products 8 Each Accident or Occurrence	8			·	
Each Accident or Cocurrence				C. Property Damage	VARA
\$ Aggregate Operations	8			D. Property Demage	
\$ Aggregate Protective	8			Except Automobile	•
S Aggregate Products S Aggregate Contractual		\$			
See Endt. Each Assident or Occurrence Aggregate	\$	8		E. Combined Single L. Injury and/or Prop	imit Bodily serty Damage
			-	F. Other	
ITEM 5. PREMIUM COMPUTATION	<u> </u>	!			
Flat Charge	BATE	MITHATED PARE	1,875		N/A
		<u> </u>	1 25		<u> </u>
			3 Yrs.]		. / 1
Counter- signed at Milwaukee, Wisconsin	00		by	Authorized Repres	Hiller Interior
THESE DECLARATIONS TOGETHER WITH FORM	DATES		_ XLP SERIES. COP	STITUTE THE ABOVE H	UMBERED POLICY
XLP-7800-D				MONS 15	2695

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that effective April 1, 1972 this Insurance covers the same Named Assured and it subject to the same terms, definitions, exlusions, and conditions (except as regards the premium amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD6051/CX5317 of Underwriters at Lloyd's Of London.

This endorsement forms a part of and is far attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

i	Complete Only When This Endorsement is Not Prepared with the Policy or is Not to be Effective with the Policy				
ì	POLICY NO.	ISSUED TO	EFFECTIVE DATE		
	XLP 401125	MONSANTO COMPANY	4-1-72		



Countersigned by

unua 125080

RECEIVED

NOV 1 SECTION

INSURANCE SECTION

ENDORSEMENT NO. 2 1st Revision

It is agreed that Item 4 of the policy declarations "Limits of Liability" is completed to read as follows:

Section I - Company Limits - \$1,250,000 (5%) part of \$25,000,000 excess of \$48,000,000 any one occurrence and in the aggregate annually separately in respect of Products Liability and Personal Injury by Occupational Disease

Section II - Underlying Limits - as per cover note SD 4075 (Copy Attached)

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed POLICY NO. ENDT. NO. XLP 401125

Complete Only When This Endorsement Is Not Prepared with the Policy
Or Is Not to be Effective with the Policy THE ENDORSEMENT ISSUED TO MONSANTO COMPANY



HORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN NORTHWESTERN NATIONAL CASUALTY COMPANY AMERICAN PREMIER INSURANCE COMPANY PACIFIC AUTOMOBILE INSURANCE COMPANY

UNIVERSAL INSURANCE COMPANY DREGON AUTOMOBILE INSURANCE COMPANY NORTH PACIFIC INSURANCE COMPANY

35002 (2-66)

Item 5 of the Conditions is hereby amended in part to read as follows: "This Policy may be cancelled by the Company by mailing to the named Insured at the address shown in this Policy written notice stating when not less than thirty days thereafter such cancellation shall be effective."

This endorsement forms a part of and is for attachment to the following described policy issued by the MORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shows below, at the hour stated in said policy and expires concurrently with said policy.

Must	80	Con	pleted
ENDT. NO.		Po	FICA NO.
7	¥	T.Þ	401125

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy THE PHOGRAPHENT INDUSTR TO Monsanto Company



HORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN HORTHWESTERN NATIONAL CASUALTY COMPANY AMERICAN PREMIER INSURANCE COMPANY PACIFIC AUTOMOBILE INSURANCE COMPANY

UNIVERSAL INSURANCE COMPANY OREGON AUTOMOBILE INSURANCE COMPANY NORTH PACIFIC INSURANCE COMPANY

It is agreed that Item 4 of the policy declarations "Limits of Liability" is completed to read as follows:

Section I - Company Limits - \$1,250,000 (5%) part of \$25,000,000 excess of \$48,000,000

Section II - Underlying Limits - as per cover note SD4075 (copy attached)

This andorsement forms a past of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date in shown below, at the hour stated in said policy and expires concurrently with said policy.

Muss Be Completed POLICY NO. XLP 401125

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy THIS ENDORSEMENT 10-1-70 ISSUED TO Monsanto Company



NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN NORTHWESTERN NATIONAL CASUALTY COMPANY AMERICAN PREMIER INSURANCE COMPANY PACIFIC AUTOMOBILE INSURANCE COMPANY

UNIVERSAL INSURANCE COMPANY GREGON AUTOMOBILE INSURANCE COMPANY NORTH PACIFIC INSURANCE COMPANY

20002 (B-40)

It is agreed that whenever the words "Primary Insurance" appear, that they are amended to read "Underlying Insurance".

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shows below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed FOLICY NO. ENOT. NO. XLP 401125

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy ISSUED TO RFFECTIVE DATE OF THE ENDORSEMENT Monsanto Company 10-1-70



HORTHWESTERN HATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN NORTHWESTERN HATIONAL CASUALTY COMPANY AMERICAN PREMIER INSURANCE COMPANY PACIFIC AUTOMOBILE INSURANCE COMPANY

UNIVERSAL INSURANCE COMPANY OREGON AUTOMOBILE INSURANCE COMPANY NORTH PACIFIC INSURANCE COMPANY

alm M Hake

AUTHORIZED ABENT

22002 (E-60)

No. XLP 401873

Renewel of: XLP 401125

DECLARATIONS

Item 1. Name

MONSANTO COMPANY

Insuredi

800 North Lindbergh Blvd. St. Louis, Missouri 63166

Address No. Stroot

Town

and as further defined in the Primary Palley.

Item 2. Palley Periods

Broker:

From 10/1/73 T• 4/1/76

12:01 A.M., Standard time at the address of the insured as stated hereins

30-1022

Thomas E. Sears, Inc. 31 St. James Avenue

Boston, Massachusetts 02116

NORTHWESTERN NATIONAL

INSURANCE COMPANY

OF MICWAURES, WISSONSIN

EXCESS THIRD PARTY LIABILITY POLICY (EXCESS OVERSERMENT

UNDERLYING)

INDERLYING

ITEM 3. PRIMARY INSURANCE

INSURER'S NAME

POLICY NO'S. (Including Renewals or Replacements)

DESCRIPTION OF COVERAGE

As per Insurance Cover Note

No. SD 7090

Per Cover Note

Excess Broad Form Umbrella Liability Excluding Excess Fidelity

ITEM 4. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all the terms of this Policy having reference thereto.

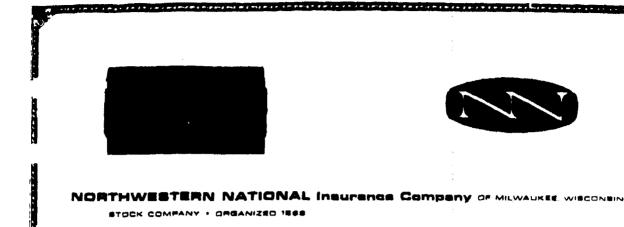
SECTION I	IN EXCESS OF	SECTION II	SECTION III	
COM	PANY LIMITS	UNDERLYING LIMITS	TOTAL LIMITS	COVERAGE
8	Each Person	\$	3	A. Bedily Injury
5	Each Accident or Occurrence	3	3	Automobile
\$	Each Person	\$	\$	
\$	Each Accident or Occurrence	\$	s	B. Bodity Injury
3	Aggregate Products	\$	1	Except Automobile
<u> </u>	Each Accident or Occurrence	\$	1	C. Property Damege Auto
\$	Each Accident or Occurrence	1	\$	
\$	Aggregate Operations	\$	\$	
3	Aggragate Protective	1	\$	D. Property Demage Except Automobile
\$	Aggregate Products	1	\$	Pacabi Metamoptia
1	Aggregante Contractual	3	8	
See Endt.	Each Ancident or Occurrence	\$	\$	E. Combined Single Limit Bodily
1 No. 2	Aggregate	\$	1	Injury and/or Property Damage
				F. Other
ITEM 5. PREMIUM C	OMPUTATION		.	125-61
PREMIUM SASIS	SETIMATES EXPOSURE	RATE SETIMA		EM. MINIMUM BREW 40817 PERIOR
Flat Charge	• -	-	- \$1562.	50 \$1562.50 N/A

Prepaid

Counter-	Milwaukee,	Wisconsin	om December	12, 1973	Hunes	مدر?	Shin)	l
arthur at					Autho	riced Rep	estrative)	-
THARE OFC	ARATIONS TOSETH	ER WITH FORM	DATED	XLP 868:48. C	ONETITUTE THE	3 V 0 6 4 3		C164

nas

XLP-7800-D



ISSUED BY

EXCESS THIRD PARTY LIABILITY POLICY

EXCESS OVER PRIMARY

YOUR NORTHWESTERN NATIONAL AGENT

THOMAS E . SEARS .INC.

INSURANCE

BOSTON, MASS. OZIIG

YOUR POLICY is written with an insurance Group that has a background of ever 90 years of growth and development.

WRITING a general line of incurance, we would approcuste your considering us in placing additional presection through your Agent.

WE OPERATE only through agents since we believe that proces protection before a claim and helpful consideration after a claim can best be attained by a local man—your friend and neighbor.

In the event you have any claim, serious or otherwise, you will be gled that your insurance was placed in a strong, experienced insurance Group and serviced by someone who is always willing to help end advise—our Agent.

REPORT TO YOUR AGENT all lesses which you believe are insured in this policy. The prompt reporting of all lesses covered by this policy engines us to render our best service to you. Burglary and theft losses should also be reported to the proper law enforcement agency in your community.

MONS 153733

KLP-7800

EXCESS THIRD PARTY LIABILITY POLICY (EXCESS OVER PRIMARY)

INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Northwestern National Insurance Company, Milwaukee. Wisconsin, herein called the Company, agrees to indemnify the Insured, in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 4, Section I of the Declarations and as fully, and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 4, Section II of the Declarations. This Policy shall apply only to coverages for which an amount is indicated in Item 6, Section 1, and then only in excess of the corresponding amount as indicated in Item 4, Section II of the Declarations.

DEFINITIONS

- The word "loss" shall be understood to mean the sums paid in settlements of leases for which the Insured is liable after make deductions for all other recoveries, salvages and other insurances (other than recoveries under the policy/les of the Prime Insurer), whether recoverable or not, and shall emission and costs. t. Len
- The word "costs" shall be understood to mean interest on judgments, investigations, adjustment and legal expenses (excludit however, all expense for salaried employees and retained counsel of and all office expenses of the Institut).
- Primary Insurance. The term "primary insurance" chall be understood to mean the policy (policies) described in Item 5.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Polley or of any endersonant med herewith does not apply:

- Under any Liability Coverage, to injury, sistense, discoun, death or destruction

 (a) with respect to which an Insured under the Policy is also an Insured under a asselsar energy liability policy issued by Nuclea. Energy Liability Insurance Association, Misteal Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an Insured under any main policy but for its termination upon exhaustion of its limit of liability; or

 (b) resulting from the basardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection purement to the Atomic Energy Act of 1984, or any law assemblatory thereof, or (2) the Insured is or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or sarginely, to expense insured with respect to bodily injury, slotness, disease or death resulting from the hazardous properties of nuclear facility by any person or arganization.
- 3. Under any Liability Coverage, to injury, sickness, death or destruction resulting from the hazardous properties of user risk, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discovered therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - e injury, sickness, disease, death or destruction prices cut of the furnishing by un Insured of services, materials, parts or equal to consciously with the pleasing, construction, maintenance, operation or use of any nuclear facility, but if such facility is local thin the United States of America, for territories or possessions or Causda, this exclusion (a) applies only to injury to or destruction of property at each suchear facility. the injury, dele
- As used in this Poller

 - rial or bypro
 - "heardons proportion" include radioactive, tends or explosive prop-"musicar material" means source material, special modern material "source material", "openial mediar material", and "byproduct me 1986 or in any law amendatory thereof; ----
 - "opent fool" means any feel ele count, solid or liquid, which has been used or our "waste" means any waste massriel (1) containing byperdest material and (2) resulting from the operation by any pure of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nude
 - (a) pay medical tracket,
 - (b) ony equipment or device designed or used for (1) sup-fuel, or (3) handling, processing or packaging waste,
 - any equipment or device und for the presenting amount of such material in the outledy of the list contains more than 25 grams of photometers were defeating or alloying of special madear material if at ad at the premium where such equipment or device a in 1988 or any combination thereof, or many than 200 ga
 - (d) any structure, busin, excavation, premium or place proposed or used for the storage or dispusal of wests, and includes the site on which any of the foregoing is located, all operations conducted on such dis and all preoceraticas:
 - "modeer reactor" means any apparatus designed or used to centain accient fission in a salf-supporting chain reaction or to co pritical mass of fissionable material; With respect to injury to or destruction of property, the word ' (2)

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD 6051 of Underwriters at Lloyd's of London.

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When Thi	s Endorsement Is Not Prepared w	with the Policy or Is Not to be Effective	with the Policy
POLICY NO.	ISSUED TO		EFFECTIVE CATE
	1		1



Countersigned by Justin Authonized Agent

Item 5 of the Conditions is hereby amended in part to read as follows: "This Policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective".

This endersement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When Thi	Complete Only When This Endorsement is Not Prepared with the Policy or is Not to be Effective with the Policy					
POLICY NO.	ISSUED TO	EFFECTIVE DATE				



Countersigned by

It is agreed that Item 4 of the policy declarations "Limits of Liability" is completed to read as follows:

Section I - Company Limits - \$1,250,000 part of \$30,000,000 excess of \$48,000,000 any one occurrence and in the aggregate annually separately in respect of Products Liability and Personal Injury by Occupational Disease.

Section II - Underlying Limits - As per Cover Note SD 7090.

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy
POLICY NO. ISSUED TO EFFECTIVE DATE

11002 13-721

Countersianed by

It is agreed that whenever the words "Primary Insurance" appear, that they are amended to read "Underlying Insurance".

This endorsement forms a part of and is far attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP campany designated therein, takes effect on the effective date of soid policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Camplete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy			
POLICY NO.	ISSUED TO	REFECTIVE DATE	
•		ļ.	



Countersigned by



NORTHWESTERN NATIONAL Insurance Company of MILWAUKEE, WISCONSIN

STOCK COMPANY . ORGANIZED 1869

ISSUED BY

EXCESS THIRD PARTY LIABILITY POLICY

EXCESS OVER PRIMARY

YOUR NORTHWESTERN NATIONAL AGENT



YOUR POLICY is written with an Insurance Group that has a background of ever 50 years of growth and development.

WRITING a general line of insurance, we would appreciate your considering us in placing additional protection through your Agent.

WE OPERATE only through agents since we believe that proper protection before a claim and helpful consideration after a claim can best be attained by a local man—your friend and neighbor.

In the event you have any claim, serious or otherwise, you will be glad that your insurance was placed in a strong, experienced insurance Group and serviced by semeone who is always willing to help and advise—our Agent.

REPORT TO YOUR AGENT all leases which you believe are insured in this policy. The prompt reporting of all leases covered by this policy enables us to render our best service to you. Burglary and theft leases should also be reported to the proper law enforcement agency in your community.

MONS 153327

XLP-7800

EXCESS THIRD PARTY LIABILITY POLICY (EXCESS OVER PRIMARY)

INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Northwestern National Insurance Company, Milwaukee, Wisconsin, herein called the Company, agrees to indemnify the Insured, in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 4, Section I of the Declarations and as fully, and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 4, Section II of the Declarations. This Policy shall apply only to coverages for which an amount is indicated in Item 4, Section I, and then only in excess of the corresponding amount as indicated in Item 4, Section II of the Declarations.

DEFINITIONS

- The word 'loss' shall be understood to mean the sums paid in settlements of losses for which the Insured is liable after making deductions for all other recoveries, salvages and other insurances (other than recoveries under the policy/ice of the Primary Insurer), whether recoverable or not, and shall exclude all expense and costs. 1. Long.
- The word "costs" shall be understood to mean interest on judgments, investigations, adjustment and legal espenses (excluding however, all espense for salaried employees and retained counsel of and all office espense of the Insured).
- Primary Insurance. The term "primary insurance" shall be understood to mean the policy (policies) described in Item 3.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

- Under any Liability Coverage, to injury, sickness, disease, death or destruction
 (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1984, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical reliaf, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organisation.
- 3. Under any Liability Coverage, to injury, sickness, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- As used in this Policy

 - "hazardeus proportios" include radioactive, toxic or explosive proporties;
 "musicar material" means source material, special musicar material or byproduct material;
 - "source material", "openial medicar material", and "byproduct mat 1954 or in any law amendatory thereof;
 - "spent fuel" means any fusi alement or fusi component, solid or liquid, which has been used or exposed to radiation in a mediar reactor "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any passon or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "zuelear facility" means
 - (a) any nuclear reactor.
 - (b) any equipment or device designed or used for (1) separating the inotopus of armsigns or plutersium, (2) precessing or utilizing aprilled, or (3) handling, processing or packaging wasts,
 - any equipment or device used for the processing fabricating or alloying of special nuclear material if at any ti-amount of such material in the custody of the Insured at the pressions where such equipment or device is located contains more than 25 grams of plutonium or unasions 260 or any combination thereof, or more than 250 grams of
 - (d) any structure, banks, excuration, premium or place prepared or used for the storage or disposal of wasts, and includes the site on-which any of the foregoing is located, all operations conducted on such site and all premiers used for made operations;
 - "nuclear reacter" means any apparatus designed or used to sustain nuclear fission in a salf-supporting chain reaction or to contain a critical mass of fissionable material;

 With respect to injury to or destruction of property, the word "injury"or "destruction" includes all forms of radioactive contamination "nuclear reacte

(2)

No. XLP 401873

Renewal of: XLP 401125

DECLARATIONS

Item 1. Name

MONSANTO COMPANY

Insured:

800 North Lindbergh Blvd. St. Louis, Missouri 63166

Address No. Street

Town

State

and as further defined in the Primery Policy.

Item 2. Policy Periods

10/1/73 Frem

To 4/1/76

12:01 A.M., Standard time at the address of the Insured as stated herein:

Broker: Thomas E. Sears, Inc.

30-1022

31 St. James Avenue

Boston, Massachusetts 02116

NORTHWESTERN NATIONAL

INSURANCE COMPANY

OF MILWAUKES, WISCONSIN GRSANIZED 1889

EXCESS THIRD PARTY LIABILITY POLICY (EXCESS OVERSENDENT

UNDERLYING)

UNDERLYING

ITEM 3. ZERMARY INSURANCE

INSURER'S NAME

POLICY NO'S. (Including Renewals or Replacements)

DESCRIPTION OF COVERAGE

As per Insurance Cover Note No. SD 7090

Per Cover Note

Excess Broad Form Umbrella Liability Excluding Excess

Fidelity

ITEM 4. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all the terms of this Policy

	having reference	thereto.		
SECTION I	IN EXCESS OF	SECTION II	SECTION III	
COM	PANY LIMITS	UNDERLYING LIMIT	TOTAL LIMITS	COVERAGE
\$	Each Person	\$	8	A. Bodily Injury
\$	Each Accident or Occurrence	<u> </u>	3	Automobile
\$	Each Person	\$	\$	
1	Each Accident or Occurrence	\$	1 8	B. Bodily Injury
\$	Aggregate Products	\$	18	Except Automobile
\$	Each Accident or Occurrence	<u> </u>	8	C. Property Damage Auto
8	Each Accident or Occurrence	3	\$	
\$	Aggregate Operations	\$	3	
\$	Aggregate Protective	\$	\$	D. Property Damage Except Automobile
\$	Aggregats Products	\$	\$	Except Automobile
3	Aggregate Contractual	\$	3	
See Endt.	Each Accident or Occurrence	3	\$	E. Combined Single Limit Bodily
No. 2	Aggregate	<u> </u>	1	Injury and/or Property Damage
				F. Other
ITEM 5. PREMIUM C	OMPUTATION			#73-61
-	48TIMATES EXPOSURE		ATES PREM. BEPSSIT !	PREM. MINIMUM PREM. AUDIT PERIOD
Flat Charge	-	-	- \$1562	.50 \$1562.50 N/A

Prepaid

Counter- migned atMilwaukee, Wisconsinon	December 12, 1973, Junel & Spigel
THESE DECLARATIONS TOGETHER WITH FORM	Authorized Representative)
XLP.7800-D	

No. XLP 403537

(COVER NOTE SDIOZE)

Renewel of:

XLP 40 18 73

DECLARATIONS

MONSANTO COMPANY, ET AL

of PER SCHEDULE ON FILE WITH COMPANY

Insured: 800 North Lindbergh Blvd.

St. Louis, Missouri 63166

Ne. Street Town and as further defined in the Primary Policy.

Item 2. Policy Period:

From April 1, 1976 To April 1, 1977 12:01 A.M., Stendard time of the eddress of the insured as aroted horoins

Broker: Thomas E. Sears, Inc.

30-1022

31 St. James Avenue

Boston, Massachusetts 02116

N

NORTHWESTERN NATIONAL

INSURANCE COMPANY

OF MILWAURES, WISCONSIN OFGANIZED 1969

EXCESS THIRD PARTY LIABILITY POLICY
(EXCESS OVER: PRINCERX
UNDERLYING)

ITEM 3. PRIMARY INSURANCE		
INSURER'S NAME	POLICY NO'S. (Including Renewals or Replacements)	DESCRIPTION OF COVERAGE
Per Insurance Cover Note No.	SD 9031/UGL0285	Excess Broad Form Umbrella Liability Excluding Excess Fidelity

ITEM 4. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all the terms of this Policy having reference thereto.

				
SECTION I	IN EXCESS OF	SECTION II	SECTION III	
COM	PANY LIMITS	UNDERLYING LIMITS	TOTAL LINETS	COVERAGE
\$	Each Person	\$.\$	A. Bodily Injury
3	Each Accident or Occurrence	1	<u> </u>	Automobile
\$	Each Person	\$	1	
\$	Each Aceident or Occurrence	\$	\$	9. Bodily Injury
\$	Aggregate Products	3	\$	Except Automobile
1	Each Accident or Occurrence	3	1	C. Property Damage Auto
3	Each Accident or Occurrence	\$	3	
\$	Aggregate Operations	\$	3	
\$	Aggregate Protective	\$	5	D. Property Damage Except Automobile
\$	Aggregate Products	\$	\$	
5	Aggregate Contractual		<u> </u>	
\$	Each Accident or Occurrence	\$	3	E. Combined Single Limit Bodily
\$	Aggragata	1	<u> </u>	Injury and/or Property Damage
Per Endorse	ment No. 1			F. Other
ITEM 5. PREMIUM C	OMPUTATION			
PREMIUM BAETS	EBTIMATÉS EXPOSURE	HATE ESTIM	ATEO PREM. DEPOS!	T PREM. MINIMUM PREM AUD T REN.
Flat Charge	-	-	- \$1,5	00. \$1,500

	Counter eigned at Milwaukee, Wisconsin on April 9, 1976	Anado do Dinel
	of the state of th	Authorized Representative
	THESE DECLARATIONS TOGETHER WITH FORM DATED XLP SERI	ES, CONSTITUTE THE ABOVE NUMBERED HOLICY
a s		

412-7800 D

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NORTHWESTERN NATIONAL INSURANCE COMPANY

OF MILWAUKEE, WISCONSIN

STOCK COMPANY • ORGANIZED 1869

ISSUED BY

EXCESS THIRD PARTY LIABILITY POLICY

EXCESS OVER PRIMARY

YOUR NORTHWESTERN NATIONAL AGENT

YOUR POLICY is written with an insurance Group that has a background of over 90 years of growth and development.

WHITING a general line of insurance, we would appreciate your considering us in plecing additional protection through your Agent.

WE OPERATE only through agents since we believe that proper protection before a claim and helpful consideration after a claim can best be attained by a local man—your friend and neighbor.

In the event you have any claim, serious or otherwise, you will be glad that your insurance was placed in a strong, experienced insurance Group and serviced by someone who is always willing to help and advise—our Agent.

REPORT TO YOUR AGENT all losses which you believe are insured in this policy. The prompt reporting of all losses covered by this policy enables us to render our best service to you. Burglary and theft losses should also be reported to the proper law enforcement agency in your community.

MONS 153874

XLF 7800

EXCESS THIRD PARTY LIABILITY POLICY (EXCESS OVER PRIMARY)

INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Northwestern National Insurance Company, Milwaukee. Wisconsin, herein called the Company, agrees to indemnify the Insured, in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 4, Section I of the Declarations and as fully, and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 4, Section III of the Declarations. This Policy shall apply only to coverages for which an amount is indicated in Item 4, Section I, and then only in excess of the corresponding amount as indicated in Item 4, Section II of the Declarations.

DEFINITIONS

- The word "loss" shall be understood to mean the sums paid in settlements of losses for which the Insured is liable after making deductions for all other recoveries, salvages and other insurances (other than recoveries under the policy/ies of the Primary Insurer), whether recoverable or not, and shall exclude all expense and costs.
- The word "costs" shall be understood to mean interest on judgments, investigations, adjustment and legal expenses (excluding, however, all expense for salaried employees and retained counsel of and all office expense of the Insured). 2. Costs.
- 3. Primary Insurance. The term "primary insurance" shall be understood to mean the policy (policies) described in Item 3.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1864, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organisation.
- 2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expanses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organisation.
- 3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear mate-
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or dised of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- As used in this Policy
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "auciear material" means source material, special nuclear material or byproduct material;
 - "source material", "epocial nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1984 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a mission reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any purson or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means (a) any nuclear reactor,

 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) presuming or utilizing spent (us.) or (3) handling, processing or packaging waste,
 (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the lastered at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 235 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of wasts, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:
 - "mudear reserter" means any apparatus designed or used to sustain nuclear fasion in a self-supporting chain reaction or to contain a critical mass of fasionable material;

 With respect to injury to or destruction of property, the word "injury"or "destruction" includes all forms of radionative contamination
 - of property. (2)

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD 9031/UGL0285 of the Underwriters at Lloyd's of London.

This endorsement forms a part of and is far attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	INSUED TO	EFFECTIVE DATE



Countersigned by .

It is agreed that Item 5 of the Conditions is hereby amended in part to read as follows:

"This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective".

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	ISSUED TO	EFFECTIVE DATE
		<u> </u>

110022 (3-72)

Countersigned by

It is agreed that whenever the words "Primary Insurance" appear that they are amended to read "Underlying Insurance".

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Camplete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy			
POLICY NO.	ISBUED TO	EFFECTIVE DATE	



Countersianed by

It is agreed that Item 4 of the Declarations, Limits of Liability, is completed to read as follows:

Section I - Company Limits - \$1,250,000 part of \$30,000,000 excess of \$48,000,000 any one occurrence and in the aggregate annually separately in respect of Products Liability and Personal Injury by Occupational Disease.

Section II - Underlying Limits - As per Cover Note SD 9031/UGL0285.

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the heur stated in said policy and expires concurrently with said policy.

	Complete Only When This Endorsement is Not Prepared with the Policy or is Not to be Effective with the Policy		
Γ	POLICY NO.	ISSUED TO	EFFECTIVE DATE
1			

ATTACH DECLARATIONS PAGE HERE, ALONG WITH ANY ENDORSEMENTS

(Note: Attach Declarations page so that top of page is flush with top edge of this jacket and left edge is flush with fold at left.)

CONDITIONS

- It is agreed that this Policy, except as herein stated, is subject to all conditions, agreements and limitations of and shall follow the Primary Insurance in all respects, including changes by endorsement and the Insured shall furnish the Company with copies of such changes. It is further agreed should any alteration be made in the premium for the policy/ies of the Primary Insurers during the period of this Policy than the premium hereon other than the Minimum Premium shall be adjusted accordingly.
- Notice of any accident, which appears likely to involve this Policy, shall be given to the Company, which at its own option, may, but is not required to, participate in the invertigation, settlement or defense of any claim or suit. In the event expense and/or costs is commention with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or Primary Insurer, the Company, in addition to its limits of liability as expressed in Item 4, Section I of the Declarations, shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy hears to the total loss payment.
- With respect to each coverage in Item 4, Section I of the Declarations, the Bodily Injury limit applicable to each accident is subject to the limit specified as applicable to each person. There is no limit to the number of accidents for which claims may be brought bereunder (provided such accidents occur during the period of this Policy) except as provided by aggregate limits which, with respect to Item 4, Section I, when inserted therein apply to all accidents happening during each twelve months' term of the Policy.
- All salvages, recoveries or payments recovered or received subsequent to a loss settlement under the Policy shall be applied as if recovered or received prior to such actilement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate not loss has been finally accurately.
- This Policy may be cancelled by the named Insured by surrender thereof to the Company or any of its authorised agents, or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the named Insured at the address shown in this Policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender, or the effective date and hour of cancellation stated in the notice, shall become the end of the Policy Period. Delivery of such written notice either by the named Insured or by the Company shall be equivalent to mailing.

If the named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of uncarned premium is not a condition of cancellation.

In the event of the cancellation or termination of the primary insurance or a renewal thereof, this Policy, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the Insured.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its president and secretary at Milwaukee, Wisconsin, and countersigned on the declarations page by a duly authorized representative of the Company.

- a security of free and

From A. Elean

THOMAS E · SEARS · INC ·

INSURANCE

TELEPHONE 617 426-8300 TELEX NUMBER 94-0632

PARK SQUARE BUILDING 31 ST. JAMES AVENUE BOSTON, MASS. 02116

Insurance Cover Note—No.: splo28/

Renoval of: 807090/309401873

This is to certify that the undersigned have procured insurance as hereinafter specified the composition of the composition of

ASSURED:

MONSANTO COMPANY

800 North Lindbergh Boulevard St. Louis, Missouri 63166

RISES OR HAZARDS COVERED:

Broad Form Umbrella Liability Insurance excluding Excess Fidelity.
This Insurance is to cover up to an amount of \$1,250,000 part of \$30,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$1,250,000 part of \$30,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

- \$1,250,000 part of \$30,000,000 as indicated above, but only to pay the excess of:

 \$48,000,000 Umbrella Coverage which in turn is in excess of the greater of:
 - 2)a. Underlying Insurance as set forth in Cover Note No. SD9031/UGL0285
 - b. \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1976

TO: April 1, 1977

Both Days 12:01 A.M. Standard Time

PREMIUM: \$38,000 (For 100% of Cover) \$1,500 (For 12.5/300ths Heroca)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

Radioactive Contamination Exclusion Clause-Liability-Direct #N.M.A. 1477
Nuclear Incident Exclusion Clause-Liability-Direct (Broad) # N.M.A. 1256
Seepage, Pollution & Contamination Exclusion Clause No. 2 # N.M.A. 1684
Industries, Seepage, Pollution & Contamination Clause No. 3 # N.M.A. 1685
This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (iee) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (iee) shall prevail.

Issued at Boston, Massachusetts, this 5th day of April 19 76

THOMAS E. SEARS, INC.

By			
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(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the uncarned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured, or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than the ten notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

*sixty (60)

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will require to the jurisdiction of any Court of competent jurisdiction within the United States and will comply out that it is request necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in actividation with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDER & MOUNT 27 WILLIAM STREET, NEW YORK, NEW YORK 10005

, and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and detected to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or rimured) to give a written undertaking to the insured (or rimeured) that they will anter a general appearance upon Underwriters' behalf in the event such a suit shall be insured.

Further, pursuant to any statute of any state, territory or district of the United states which makes provision therefor. Unwriters hereon hareby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

THOMAS E . SEARS .INC.

HUGLEAR INGIDENT EXCLUSION CLAUSE—LIABILITY—BIRECT (BROAD)

HUGLEAR INDIDENT EXCLUSION GLAUSE—LIABILITY—BIRECT (BROAD)

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its

Territories and Possessiens, Puerte Bice and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator
Liability, Owners or Contractors (including railroad) Protestive Liability,

Manufacturers and Contractors Liability, Product Liability, Professional and
Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile
Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurences of the classifications to which the Nuclear Incident Environn Clause

not being insurances of the elassifications to which the Nuclear Incident Exclusion Clause -Liability-Direct (Limited) applies.
This policy

does not apply: -

I. Under any Liability Coverage, to injury, sickness, disease, death or descruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy is proceed by Neclear Rangy Liability Insurance Association, Mutani Abstilie Rangy Liability Underwrithers or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or (b) resulting from the hear-does properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection personant to the Atomic Emergy Act of 1884, or any law attendatory thereof, or (3) the insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agency thereof, with any person or organization.

II. Under any Riedical Payments Coverage, or under any Supplementary Payments Province relating to immediate medical or engine, relief, to expense insured with respect to bodily injury, sixmen, disease or death resulting from the hearefous properties of nuclear material and arising out of the operation of an unless famility by any person or organization.

III. Under any Liability Coverage, to injury, sixmen, disease, death or destruction resulting from the hearefous properties of nuclear material, if

(a) the nuclear measured (1) is at any nuclear famility owned by, or operated by or on behalf of, an insured or (1) has been discharged or dispused therefrom:

(b) the nuclear material is contained in spent feel or waste at any time possessed, heardled, used, processed, stored, transported or dispused of by or on behalf of an insured; or

(b) the nuclear material is contained in spons fast or wasts at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured or continues, disease, death or destruction arises out of the furnishing by an insured of services, maintenance, operation or use of any nuclear facility, but if such facility is located within the United Shape of America, its territories or possessens or Canada, this emission (e) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorcement:

"team/reus greporties" include radioactiva, toxic or emplosive properties; "nuclear material or byproduct material, "seases nource material, special nuclear material or byproduct material," seases in the Atomic Energy Act 1954 or in any law amendatory thereof; "special rusteers material is not not or exposed to radioation in a nuclear reactor;" wasts "means any wasts material (i) containing byproduct material and (i) resulting from the operation by any person or organization of any nuclear facility undended within the definition of nuclear facility under perspected, (a) or (b) thereof; "nuclear facility means (a) any nuclear reactor.

(b) any squipment or device designed or used for (1) separating the isotopes of uranium or plutomium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging wasts.

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 26 grams of uranium 235.

(d) any structure, basts, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations in sel

the centrary, this clause is subject to the terms, exclusions, conditions and limitations of the Pelicy to which it is attached.

" Nors: -As respects policies which afford liability coverages and other forms of erage in addition, the words underlined should be smended to designate the liability coverage to which this clause is to apply.

17/8/00 M.M.A. 1256

THOMAS E-SEARS INC.

U.S.A.

RADICACTIVE CONTAMINATION EXCLUSION CLAUSE-LIADILITY-DIRECT (Approved by Liopi's Underwritery Fire and Non-Harine Assentation)

For attachment (in addition to the appropriate Nuclear Incident Bachuston Clause-Liability-Direct) to liability incurrance affording verticals severage.

In relation to liability arising extends the U.S.A., its Territories or Possessions, Possto Rice or the Canal Sens, this Policy does not cover any liability of whatevery nature directly consisting reductions or contamination by relinativity from any number fuel or from any nuclear wasts from the combustion of nuclear wasts from the combustion of nuclear finst.

Printer of Lieve's, London, Sustand. 13/S/86 N.M.A. 1477

THOMAS E · SEARS · INC.

SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2 (Approved by Llayd's Underwriters' Non-Morine Association)

(Approved by Linyd's Underwrited' Non-Morme Association)

This linux-med does not cover any hisbility for:

(1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.

(2) The cost of removing, stulifying or cleaning-up seeping, polluting or contaminating substances.

(3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidences caused by sub-surface operations of the Association.

(4) Removed of, loss of or damage to sub-surface oil, gas or any other substance, the property of others.

(5) Fines, penaltics, punitive or examplesty damages.

22/1/70. N.M.A. 1684.

THOMAS E-SEARS INC.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3 (Approved by Lloyd's Underwriters' Non-Marine Association)

(Approved by Lloyd's Underwisers' Non-Marine Association)

This Insurance does not cover any liability for:

(1) Persunal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or descruction of tangible property, or loss of use of such property damaged or descroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

(2) The cost of removing, mullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

(3) Fines, penalties, punitive or examplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70. N.M.A. 1685.

ENDORSEMENT

Endorsement No.

3

INSURED: MOMERANTO COMPANY

It is understood and agreed that 13.5/300ths # of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated harein:

COMPANY

PROPORTION

MOMENTALISM INCIDENT INCAMES COOR

12.5/300ths being \$1,250,000

Attached to and forming part of

SD1026/

of the

MORTEWESTERN NATIONAL INSURANCE GROUP THOUGHS E. SEARS, INC.

BY:

THOMAS E. SEARS, INC. 31 ST. JAMES AVENUE BOSTON, MASS, 03116

MONSANTO COMPANY

ENDORSEMENT

Endorsement No.

April 1, 1976

2

It is understood and agreed that Seepage, Pollution and Contamination Exclusion Clause N.M.A. 1684 applies as respects operations over, on or under water and Industries, Seepage, Pollution and Contamination Clause N.M.A. 1685 applies as respects all other operations.

Attached to and forming part of SD1028/ of the

BORTHMESTERM ENTIONAL DESURANCE GROUP

THOMAS E. SEARS. INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 1

April 1, 1976

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD9031/UGL0285 of Underwriters at Lloyd's of London.

All other policy conditions remain unchanged.

SD1028/
Attached to and forming part of

of the

HORTHWESTERN EXTIGNAL INSURANCE GROUP

THOMAS E. SEARS, INC.

r:

THOMAS E. SEARS, INC. BURSVA SEMAL TE. BOSTON, MASS, 02116